STATE OF INDIANA LAKE COUNTY FILED FOR RECORD

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MORRIS W. CARTER

R68944

Instrume Company

RECORDER

Return To: Lake County Trust Company 2200 N. Main Street Crown Point, IN 46307 P.O. Box 1229 Crown Point, IN 46308

This Indenture Witnessth

T	That the Grantor	Donald K. S	tash and Betty /	A. Stash		유기 (1분) -	
	The state of the s	e gi ii ii nii nii .			t the second	en jagen en e	A Section 1995
H	of the County of	gin landwer st	ake and	State ofInd	idna		for and in
3	consideration of <u>Ten</u>	and 00/100					Dollars,
Į	and other good and valuable	considerations in hand p	aid, Convey	and Warrant	· · · · · · · · · · · · · · · · · · ·	unto LAKE COUN	TY TRUST COMPANY,
	a corporation of Indiana, as 1	· · · · · · · · · · · · · · · · · · ·	The state of the s	4 (4.4)	day of	October	1999
	known as Trust Number	5108	., the following described re	eal estate in the County of_	Lake	. i.	and State of Indiana,
	to-wit:				e e e e e e e e e e e e e e e e e e e		

See legal description attached

Mail tax statements to Lake County Trust Company 15 P. 0. Box 1229 Crown Point, IN 46308

> This Document is the property of the Lake County Recorder!

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to done to, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

This conveyance is made upon the express understanding and condition that neither Lake County Trust Company individually or as Trustee, nor its successor or successors in trust shall incur any personal liability or be subjected to any claim, judgment or decree for anything it or they or its or their agents or attorneys may do or omit to do in or about the said real estate or under the provisions of this Deed or said Trust Agreement or any amendment thereto, or for injury to person or property happening in or about said real estate, any and all such liability being hereby expressly waived and released. Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by it in the name of the then beneficiaries under said Trust Agreement as their attorney-in-fact, hereby irrevocably appointed for such purposes, or at the election of the Trustee, in its own name, as Trustee of an express trust and not individually (and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof.) All persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed,

DULY ENTERED FOR TAXATION SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER.

OCT 18 1995

PETER BENJAMIN LAKE COUNTY AUDITOR

CTIC Has made an accompdation recording of the instrument. We Have made no examination of the instrument or the land affected.

mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

In Witness Whereof, the grantor. S aforesaid ha ve	hereunto set 1999	their	hand <sup>S</sup>	and seal	
this 11th day of October					
Donald K. Stash	ocum Be	Betty Astash	ish	***************************************	
STATE OF	OFFI	CIAL			
County of Jake SS.	ment is th	e property	of		
				id, do hereby certify that	
		Bette a			
		0			
personally known to me to be the same person	whose name	e	subscribed to th	ne foregoing instrument,	
appeared before me this day in person and acknowledged	that	signed, sea	led and delivered	the said instrument as	
free and voluntary act, for the uses an					
GIVEN under my hand and notarial seal this// X	day of	- October		1999	
	RIGHDER'S O	A Rice	Ki R. May	الادع	
	S	Notary Public			
My Commission Expires:	SEAL.		/	1	
april 7, 2008	WDIANA	IIII)		· · · · · · · · · · · · · · · · · · ·	
0					
Resident of Sake County					
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This instrument was prepared by:

Elaine M. Sievers, Attorney at Law

Revised 7/99

#### Legal Description

### Parcel 1:

Part of the Northwest Quarter of the Southeast Quarter of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the right-of-way of the Chicago and Erie Railroad Company.

## Parcel 2:

Part of the North half of the Southwest Quarter of the Southeast Quarter of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying Southwesterly of the right-of-way and railroad grounds of the Chicago and Erie Railroad Company.

## Parcel 3:

The South half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter of Section 36, Township 36 North, Range 9 West of the Second Principal Meridian in Lake County, Indiana.

# the Lake County Recorder!

#### Parcel 4:

That part of the South half of the Northeast Quarter of the Southwest Quarter of Section 2, Township 35 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, lying East of a line described as follows: Commencing at the intersection of the North line of said South half of the Northeast Quarter of the Southwest Quarter and the East line of Indiana Street extended South; thence Southeasterly to the Southeast corner of said South half of the Northeast Quarter of the Southwest Quarter.

#### Parcel 5:

Part of the South Half of the Northwest Quarter of Section 31, Township 36 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana described as follows: Beginning at the Northwest corner of said tract; thence East, along the center of the public highway, 260 feet; thence South to the Northerly right-of-way line of the railroad; thence Southwesterly, along the Northerly line of said right-of-way, to the West line of said Section; thence North, along said West line, to the place of beginning; except the North 275 feet thereof. Commonly known as 4531 West 47th Avenue, Gary, Indiana.

Subject to recorded liens, encumbrances, easements, restrictions, ditches and drains, highways and legal rights of way.